

AGREEMENT OVERVIEW

DATE: *date approved*

NORTH CAROLINA
GASTON COUNTY

PROJECT NUMBERS

TIP NUMBER: I-5719B / U-5800
WBS ELEMENT (PE):
WBS ELEMENT (ROW):
WBS ELEMENT (CON): 50135.

PARTIES TO THE AGREEMENT:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND

GASTON COUNTY

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF TIP Project ("Project"): I-5719B - I-85 widening from west of NC 7 (McAdenville Road / Main Street – Exit 23) to east of NC 273 (Beatty Drive / Park Street - Exit 27) and includes U-5800 - Intersection improvements - NC 7 (Main St.) and US 29 / 74 (Wilkerson Blvd.) in Belmont.

ADDITIONAL WORK: Project Betterments (Overpass and Interchange Improvements, and Overpass and Interchange Landscaping).

- A. Overpass Improvements at SR 2000 (Hickory Grove Road), include the following:
1. Vertical abutment, turned-back retaining walls or parallel wing walls shall have brick veneer.
 2. Non-traffic face of concrete bridge railing, vertical face of deck overhang, and bent caps shall unstained concrete.
 3. Exterior face and bottom of exterior concrete girders, columns, and wingwalls (or earwalls where MSE abutments are used) shall be unstained concrete.
 4. Medallions on the ends of bent caps.
 5. Street name on each side of the bridge.
 6. Black coated bridge rail.
- B. Interchange Improvements – Existing Structure at NC 273 (Beatty Drive) (Exit 27), include the following:
1. Pressure washing existing concrete bridge components (Rails, Parapet, Overhang, Bent Caps, Columns, Barriers and Wingwalls.
 2. Removal of the existing 3-Bar bridge rail and install black coated 3-Bar bridge rail.
- C. Overpass Landscaping at SR 2000 (Hickory Grove Road) - (Enhanced),
- D. Interchange Landscaping at NC 273 (Beatty Drive) (Exit 27) - (Landmark),

COST OF THE ADDITIONAL WORK: \$1,482,025.00

COSTS TO OTHER PARTY: \$1,010,409.62
DEPARTMENT'S FUNDING: \$471,615.38

PAYMENT TERMS:

GASTON COUNTY shall provide the full amount of their cost, \$1,010,409.62, prior to start of the Project.

MAINTENANCE: The Department shall maintain the structural components of Overpass Improvements. Gaston County shall maintain the aesthetic components of the Overpass and Interchange Improvements (brick veneer), and Overpass and Interchange Landscaping,

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: When work is complete and all terms are met.

This **AGREEMENT** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **DEPARTMENT** and GASTON COUNTY, hereinafter referred to as the **County**.

The parties to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the parties with respect to its subject matter and supersedes any previous communication or agreements that may exist.

I. WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-66.1 and 136-66.3; and,

WHEREAS, the **Department** and the **County** have agreed that the jurisdictional limits of the Parties, as of the date of entering the agreement for the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the Parties hereto for the purposes of this Agreement; and,

WHEREAS, the **County** has requested that the **Department** perform all phases of said work or provide services; and,

WHEREAS, the Parties hereto wish to enter into an agreement for scoped work to be performed or provided by the **Department** (including reviews, goods or services) with reimbursement for the costs thereof by the **County** as hereinafter set out; and,

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

II. RESPONSIBILITIES

The **Department** shall be responsible for all phases of project delivery to include planning, design, right of way acquisition, utility relocation, and construction and maintenance as shown in the **PROJECT DELIVERY** Provision. The **County** shall be responsible for maintenance.

The **County** shall be responsible for maintenance of the additional work, as shown in the **PROJECT DELIVERY** Provision; and payment as shown in the **COSTS AND FUNDING** Provision.

III. PROJECT DELIVERY REQUIREMENTS

A. PLANNING, DESIGN, AND CONSTRUCTION

The **Department** will be responsible for preparing the environmental and/or planning document, obtaining any environmental permits and preparing the project plans and specifications.

The **Department** shall construct the Project in accordance with the plans and specifications for the Project. The **Department** shall administer the construction contract for said Project. All work shall be done in accordance with Departmental standards, specifications, policies and procedures.

B. RIGHT OF WAY ACQUISITION

The **Department** will be responsible for acquiring any needed right of way required for the Project in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

C. COUNTY UTILITY RELOCATIONS

RESPONSIBILITIES

It is understood that there are no county-owned water and sewer lines to be adjusted or relocated at this time. If during the project it becomes necessary to adjust or relocate county-owned water and/or sewer lines, a separate Utility Agreement will be prepared at the appropriate time.

D. MAINTENANCE

Upon completion of the Project:

1. The **Department** shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highway," and department criteria.
2. The roadway improvements that are within state-owned right of way shall be considered a part of the State Highway System and shall be owned and maintained by the **Department**.

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3. The Department shall be responsible for the maintenance of the structural components of the Interchange and Overpass Improvements as listed above.
4. The **County** shall maintain the aesthetic components of the Interchange and Overpass Improvements as listed above, and Interchange and Overpass Landscaping.

IV. COSTS AND FUNDING

A. ADDITIONAL WORK

At the request of the **County** and in accordance with the **Department's** Pedestrian Policy Guidelines or the Complete Streets Guidelines, the **Department** shall include provisions in its construction contract for the construction of pedestrian facilities and/or other additional work as indicated in Exhibit A, see attached. Said work shall be performed in accordance with the **Department's** policies, procedures, standards, and specifications, and the provisions of this Agreement.

The County share of the additional work is \$ 1,010,409.62.

B. PROJECT COSTS

The **County** has agreed to participate in Project costs as follows:

1. The total cost of the additional work is \$ 1,1482,025.00. The Department will participate in an amount not to exceed \$ 471,615.38. The County shall participate in a fixed amount of \$ 1,010,409.62 as shown on Exhibit A. It is understood by both parties that this is a fixed cost and will not be adjusted.
2. Upon notification from the **Department**, the **County** shall pay the full amount of their fixed cost, \$1,010,409.62, of the Additional Work. Reimbursement to the **Department** shall be made in one payment within thirty days of notification by the **Department**. This will be considered the **County's** full and complete participation, unless the **County** requests additional work not covered under this agreement.

V. STANDARD PROVISIONS

A. Agreement Modifications

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a written Supplemental Agreement.

B. Assignment of Responsibilities

The **Department** must approve any assignment or transfer of the responsibilities of the **County** set forth in this Agreement to other parties or entities.

C. Agreement for Identified Parties Only

This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

D. Other Agreements

The **County** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **County** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

E. Authorization to Execute

The parties hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective parties to the terms contained herein.

F. DocuSign

Department and **County** acknowledge and agree that the electronic signature application DocuSign may be used, at the sole election of the **Department** or the **County**, to execute this Agreement. By selecting "I Agree," "I Accept," or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, **Department** and **County** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes **Department's** signature as if actually signed by **Department** in writing or **County's** signature as if actually signed by **County** in writing. **Department** and **County** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. **Department** and **County** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

G. Debarment Policy

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the **County** certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or **Department** and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

H. Indemnification

To the extent authorized by state and federal claims statutes, the **County** shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the **Department**, and the State of North Carolina, their respective officers, directors, principals,

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employees, agents, successors, and assigns to the extent allowed by law, from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the **Department** in connection with this Agreement. The **Department** shall not be liable and shall be held harmless from any and all third-party claims that might arise on account of the **County's** negligence and/or responsibilities under the terms of this agreement.

I. Availability of Funds

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

J. Gift Ban

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the DEPARTMENT and the COUNTY by authority duly given.

Gaston County

FED TAX ID NO: _____

REMITTANCE ADDRESS:

Authorized Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Act:

Finance Officer: _____

Print Name: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

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EXHIBIT A

Additional Work		
Betterment Description	Quantity	Cost to County
<ul style="list-style-type: none"> • Overpass Improvements <ul style="list-style-type: none"> ○ SR 2000 (Hickory Grove Road) over I-85 	1	\$368,500.00
<ul style="list-style-type: none"> • Interchange Improvements – Existing Structure <ul style="list-style-type: none"> ○ I-85 / NC 273 (Beatty Drive) (Exit 27) 	1	\$207,900.00
<ul style="list-style-type: none"> • Overpass Landscaping Betterment (Enhanced) <ul style="list-style-type: none"> ○ SR 2000 (Hickory Grove Road) over I-85 	1	\$301,875.00
<ul style="list-style-type: none"> • Interchange Landscaping Betterment (Landmark) <ul style="list-style-type: none"> ○ I-85 / NC 273 (Beatty Drive) (Exit 27) 	1	\$603,750.00
Total Cost		\$1,482,025.00
Department Participation		\$471,615.38
Cost to County		\$1,010,409.62